

****NOT INCLUDED IN ELECTRONIC FILE****

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

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In re:

Baragiola, James D

509 Broadway
East Alton, IL 620241218

Debtor (s)

Chapter 13

Case No: 0030112-KJM

Unsecured Claim Amt:: \$395.96

Secured Claim Amt: \$0.00

Trustee: James McRoberts

Court Unsecured Claim No: 0002

Trustee Unsecured Claim No.: 0023

Court Secured Claim No. :

Trustee Secured Claim No.:

**NOTICE OF TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001 (e) (2), WAIVER OF
OPPORTUNITY TO OBJECT, AND REQUEST FOR NOTICE PURSUANT TO FRBP 2002**

Sherman Acquisition LP dba RESURGENT ACQUISITION (the "Purchaser/Transferee/Assignee") hereby provides notice of the unconditional sale and transfer of all right, title, and interest in and to the Claims (as such is defined in the Purchase and Sale Agreement dated 11/26/2003 by and between the Seller/Transferor/Assignor and Purchaser/Transferee/Assignee) including the Claim referenced above (the "Bankruptcy Claim").

Pursuant to Bankruptcy Rule 3001 (e) (2) and the foregoing assignment, the Purchaser/ Transferee/Assignee hereby requests that it be substituted for the Seller/Transferor/Assignor as the record holder of the Bankruptcy Claim for all purposes in these proceedings. As is set forth in the attached assignment, the Seller/Transferor/Assignor concurs with the request, and is aware of the transfer, and declines its opportunity to object under FRBP 3001 (e) (2). Accordingly, the Purchaser/Transferee/Assignee requests that the transfer of the Bankruptcy Claim be made immediately upon the docketing of the **Joint Notice of Transfer of Claim**.

Purchaser/Transferee/Assignee further requests that it be added to the mailing matrix in the above case pursuant to Bankruptcy Rule 2002, so as to receive copies of all notices and pleadings sent to creditors or other parties in interest.

The original Proof of Claim may have been filed by the Seller/Transferor/Assignor under its name or the name of any of the following acquired institution(s):

Account number: 6134 [Barcode]

Trustee/Orig Acct #: [Barcode]

Dated: February 24, 2005

SELLER/TRANSFEROR/ASSIGNOR: PURCHASER/ASSIGNEE/TRANSFeree:

First Premier Bank
900 West Delaware Street
Sioux Falls, SD 57104

Sherman Acquisition LP dba RESURGENT ACQUISITION
c/o RESURGENT CAPITAL SERVICES
P. O. BOX 10587
GREENVILLE, SC 29603-0587
Toll Free: (877) 264-5884
Fax: (864) 678-8790

By: See attached assignment

ASN:

PORT: 2630

CT: 49

By: 
JOYCE MONTJOY

EXHIBIT A

BILL OF SALE AND ASSIGNMENT OF BANKRUPT ACCOUNTS

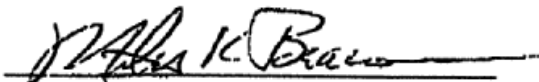
The undersigned, PREMIER BANKCARD, INC. ("Assignor") hereby absolutely sells, transfers, assigns, sets-over and conveys to SHERMAN ORIGNATOR LLC, ("Assignee"), who simultaneously sells, transfers, assigns, sets-over and conveys to SHERMAN ACQUISITION LP ("Subsequent Assignee") on an "AS IS" and "WITH ALL FAULTS" basis, without recourse and without representations or warranties of any type, kind, character or nature, express or implied, except as may be provided otherwise in the Credit Card Account Purchase Agreement (the "Agreement") between the Assignor and Assignee dated as of November 26, 2003, all of Assignor's right, title and interest in and to each of the Accounts, together with the right to collect all principal, interest or other proceeds of any kind with respect to the Accounts remaining due and owing as of the date hereof, from and after the date of this Bill of Sale and Assignment of Accounts. Other limitations and material terms concerning the transaction effectuated by this Bill of Sale and Assignment of Account are contained in the Agreement. Capitalized terms used in this Bill of Sale and Assignment of Accounts but not defined herein have the meaning provided such term in the Agreement.


Assignor hereby stipulates that Subsequent Assignee may be substituted for Assignor as the valid owner of the Accounts and hereby irrevocably waives any and all notice or hearing requirements imposed or right to object under Federal Rule of Bankruptcy Procedure 3001(e)(2) or otherwise. To the extent required of Subsequent Assignee by any Bankruptcy Trustee of Bankruptcy Court to place of record therewith Subsequent Assignee's ownership of any of the Accounts, Assignor executes in favor of Subsequent Assignee that Limited Power of Attorney attached hereto as Exhibit 1.

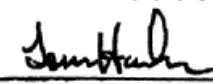
The transfer hereunder is outright and not for purposes of security.

DATED: November 26, 2003.

ASSIGNOR: PREMIER Bankcard, Inc.

By: 
Name: Milos Bacom
Its: President and Chief Executive Officer

By: 
Name: James Harrenga
Its: Chief Financial Officer

By: 
Name: Tom Hanlon
Its: Executive Vice President - Risk